

Instructions to Bidders with Living Wage

Each bid consists of 2 (two) files: the bid document and the legal appendices.

The following forms **only** must be **completely** filled out, and the **originals** returned no later than **11:00 a.m.** on the bid opening date to:

Purchasing Office
Suffolk County Department of Public Works
360 Yaphank Avenue – Suite 1B
Yaphank, NY 11980-9645

1. **221B - Bid Request** – signed in ink. **PLEASE ENTER YOUR COMPANY NAME AND ADDRESS IN THE “TO” SECTION ON THE BID**
2. All **pages with pricing, wages and model numbers**, along with specifications for alternate bids
3. **SCEX Form 22** – Public disclosure statement – *must be notarized*
4. **SCPD-7 - Bid Certification**
5. **SCDP-8A - Local Business Certification**– *only if claiming local vendor preference*
6. **LHE-1 and LHE-2 – Lawful Hiring** – *must be notarized*
7. **Living Wage Forms**
8. **Insurance Forms** (see pages 65-67 in the legal appendices) – we need the following from your policy:
 - A. The **Accord Certificate** (naming Suffolk County)
 - B. The **Endorsement Page** (naming Suffolk County)
 - C. The **Declaration Page** (usually the first page of the policy)

All bids along with the above mentioned forms must be returned in a sealed envelope and clearly marked as follows: (you may cut out the following and attach to your bid envelope)

RUSH BID – P.A. <u>MEM</u> OPENING DATE <u>JUNE 24, 2010</u> AT 11 A.M. REQUISITION NO. <u>LPW10/23469R REBID</u>

Faxed or Electronic Submission will not be accepted

Thursday, May 20, 2010

BID REQUEST

REQ. #(s)

LPW10/23469R

REBID

MAIL OR DELIVER BIDS IN PERSON TO:

COUNTY OF SUFFOLK, N.Y.
DEPT. OF PUBLIC WORKS, PURCHASING OFFICE
360 YAPHANK AVENUE
YAPHANK, NY 11980-9744
PHONE: (631) 852-5196

INVITATION

This is an invitation to submit sealed bids for furnishing the supplies and/or services specified below, subject to the conditions on this and the standard/special terms referenced. All bids must be returned in the envelope furnished herewith. Bids will be received at the office of the County Purchasing Unit and, where required, publicly opened there at 11:00 a.m. on **Thursday, June 24, 2010**

TO:

Delivery to: **VARIOUS SUFFOLK COUNTY LOCATIONS**
(All delivery charges must be included in your quotation)

Required DELIVERY date: **AS REQUIRED**

If you cannot comply with the required delivery date, write in here your best possible delivery: _____

Your terms: _____

For additional information call:

MARYELLEN MILLWATER

Principal, Purchasing Agent,

phone: **631/852-5214**

BIDDER'S ACCEPTANCE

1. The delivery date indicated is as required by the County. If you cannot meet it, cross it out and insert your own best delivery time.
2. All delivery charges are to be included in your quotation.
3. If this bid is accepted within _____ days from the bid opening date, the undersigned offers and agrees to furnish any or all of the items on which prices are quoted, at the price and delivery time indicated, subject to all the terms and conditions herein.
4. ALL BIDS MUST BE SIGNED IN INK.
5. Non-Collusive Bid Certification must be returned with this bid.
6. INCLUDE YOUR FEDERAL I.D.# _____

(Print Firm name)

(Authorized Signature)

(Print authorized name and title)

(date)

(FAX #)

(phone number)

Have you filed a County Form SCEX-22 (Local Law 14/1976) for the current calendar year? _____ (see item 10 on reverse side)

Email address: _____

→ THIS IS NOT AN ORDER ←

COM. CODE	ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	NET TOTAL
96200				<p>** REBID **</p> <p>ANNUAL REQUIREMENTS CONTRACT SECURITY GUARD SERVICES VARIOUS HEALTH SERVICES DEPARTMENT LOCATIONS</p> <p>=====</p> <p>AS PER ATTACHED SPECIFICATIONS</p> <p>REFERENCE SHEET ATTACHED MUST BE COMPLETED & RETURNED WITH BID. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.</p> <p>IN ADDITION TO THE STANDARD BID TERMS & CONDITIONS AS (ATTACHED), THE FOLLOWING "SPECIAL INSTRUCTIONS TO BIDDERS" ALSO APPLY: A1,C10,</p>		

MEM
MEM/LAF

**SUFFOLK COUNTY
DEPARTMENT OF PUBLIC WORKS
PURCHASING OFFICE**

**STANDARD BID TERMS AND CONDITIONS AND SPECIAL
INSTRUCTIONS TO BIDDERS AS INDICATED**

All quotations are subject to the following terms and conditions unless modified in writing. Upon acceptance of a bid by the County the terms of the bid shall apply to all orders issued as a result of such acceptance.

1-BIDDING

(a) **PRICING** - Bidders shall insert unit price and extension for each item.

The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.

(b) **DISCOUNTS** - Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining the award.

(c) **F.O.B. DELIVERY POINT** - All prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal.

(d) **"OR EQUAL" BIDDING** - When a bid standard is specified, the bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the bid standard.

2-SAMPLES - Samples or drawings required shall be delivered free of charge as requested. Samples shall be removed by the bidder at his expense. The County will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

3-AWARD WILL BE MADE BY ITEM OR CLASS - When class bids are indicated, bidder must bid on each item in the class. A bidder desiring to bid "no charge" on an item in a class must so indicate, otherwise bid for that class will be construed as incomplete. Items may be combined and awarded as a group if there is a saving in ultimate cost by the reduction of the number of orders issued.

4-DELIVERY

(a) **INSPECTIONS** shall be made at the point of delivery unless otherwise specified. Any food, drug or other commodity which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Vendor until it is examined by the Department of Health. If condemned, such commodities shall be disposed of as provided by law.

(b) **DELIVERY HOURS** - Deliveries shall be made between 9 A.M. and 3:30 P.M. Monday through Friday and at other times by special arrangement only.

(c) **DELIVER TIME** - Shall be computed in calendar days from the order mailing date on the order.

(d) **LABELS-ALL** supplies which are customarily labeled or identified must have securely affixed thereto the original unaltered label or marking of the manufacturer.

(e) **NEW MERCHANDISE** - Unless otherwise stated in the quotation or orders, deliveries must consist only of new and unused merchandise which is currently in production.

(f) **SUPPLIES** shall be securely and properly packed for shipment, according to accepted commercial practice.

(g) **THE CONTRACTOR** shall be responsible for delivery of supplies, equipment or materials in good condition to point of destination. Materials, equipment and/or supplies delivered to an agency shall be the property and sole responsibility of the Contractor or Vendor until such time as the County accepts same.

(h) **BILLINGS** for deliveries must be rendered on County claim vouchers.

5-DELAYS, NO-DELIVERY, REJECTIONS

(a) **VENDORS FAILURE** - If the Vendor fails to make delivery within the time specified or if the delivery is rejected, the Chief Purchasing Agent may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price, the difference, plus the reletting cost and the liquidated damages, if any, will be charged against the Vendor. Should the new price be less, the Vendor shall have no claim to the difference, but the reletting cost and the liquidated damages will become charges against the Vendor.

Should the new purchase price exceed the order by twenty per cent (20%) or more, the County agrees to waive its claim to the reletting cost and the liquidated damages, should such excess prices be less than twenty per cent (20%), the County shall charge the Vendor in addition, the reletting cost and liquidated damages to a total not exceeding twenty per cent (20%) of the order price of the items rejected or not delivered.

(b) **REJECTED MERCHANDISE** - The County may withhold acceptance of or reject any goods which are found, upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be immediately removed by the Vendor. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.

6-AWARD

(a) The Chief Purchasing Agent reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn.

(b) The placing of an order by the Chief Purchasing Agent with the bidder for material described in the Request for Bid shall constitute a legal and binding contract.

(c) All contracts awarded by the Chief Purchasing Agent shall be executory only to the extent of funds available to each Agency for the purchase of the commodity.

7-PERFORMANCE BONDS - If the specifications require the posting of a performance bond, then within one week after awarding of the contract a performance bond of 100% of the amount of the award shall be posted as security for faithful performance. With the understanding that the whole or any part thereof may be used by the County of Suffolk to supply any deficiency that may arise from any default on the part of the bidder. Such bond must meet all the requirements of the County Attorney.

8-GUARANTEES BY BIDDER - Bidder hereby guarantees:

(a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Chief Purchasing Agent to pay the cost of such defense to the County.

(b) Vendor agrees to indemnify and hold the County Government harmless for any claim or liability arising under this contract due to any act or omission of the Vendor.

(c) He protects against defective material or workmanship and to repair or replace any damages or meeting occasioned in transit.

(d) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or the work of other Vendors or in the opinion of the Chief Purchasing Agent to pay for the same by deductions in payments due under this contract.

(e) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Suffolk and the State of New York.

(f) To carry proper insurance in the opinion of the Chief Purchasing Agent, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(g) That he will keep himself informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work connected for by him and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the County of Suffolk from death and liability upon any and all claims on account of any physical injury to persons, including death or damage to property and from all costs and expenses in suits which may be brought against the same on account of such injuries.

(h) That the terms furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(i) That all deliveries will not be inferior to the accepted bid sample.

9-ASSIGNABILITY OF CONTRACTS - The contractor agrees that this contract shall not be assigned, transferred, conveyed, sublet, or otherwise dispose of the same, or of his right, title and interest therein, or his power to execute such contract, or assign all or any portion of the monies that may be due or become due to the contractor under the terms of this contract.

10-COMPLIANCE WITH LOCAL LAWS - Prior to award of contract or Purchase Order, Vendor must comply with requirements of Local Laws 18-1872, 25-1873, 14-1976, 6-1978, and 32-1980, where applicable, by completing Forms SOEX 22 and SCDP-7 and filing them with the Purchasing Division.

11-LIMITATION OF ACTION - No action for any cause whatsoever arising out of this order shall be maintained against the County of Suffolk by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months.

(a) after expiration of this order or

(b) after the date of written notice to the Vendor from the County of complete rejection or withheld acceptance or

(c) after the date of written notice to the Vendor from the County of a deduction from the agreed price on the order, whichever of the above events shall be the latest in time.

12-LABOR LAWS AND DISCRIMINATION IN EMPLOYMENT

(a) Pursuant to Sections 220 (a) and 239 of the Labor Law, in the hiring of employees for the performance of work under this contract or any subcontract hereunder:

(i) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(ii) No contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age, or sex;

(iii) There may be deducted from the amount payable to the contractor by the County a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(iv) This contract may be canceled or terminated by the County, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms

or conditions of the section of this contract.

(b) Pursuant to Sec. 220(2) of the Labor Law no laborers, workmen, or mechanics in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day or more than the days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property as provided for therein.

(c) For every contract for the reconstruction, reconstruction, maintenance and/or repair of public work, every laborer, workman or mechanic shall be paid not less than such hourly minimum rate of wage and supplements not less than the prevailing supplement, all as provided in Art. 8 of the Labor Law.

(d) Preference in Employment of Persons Upon Public Works - Every contractor and/or subcontractor agrees to give preference to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, as provided in Sec. 22 of the Labor Law.

(e) For every contract involving building service work as defined in Article 9 of the Labor Law, the contractor and/or its subcontractors shall be obligated to pay each employee on such work not less than the wage specified for his craft, trade or occupation in the schedule of wages made part of the specifications herein, and agree to be bound by all of the provisions of Article 9 of the Labor Law.

13- SALES AND EXCISE TAXES - Unless the proposal indicates otherwise, the County is exempt from the payment of any sales, excise or federal transportation taxes. The price bid must be net exclusive of taxes and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the County, must submit the proper forms, and the Chief Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

14 - AUDIT - Purchase orders and contracts are subject to audit.

15 - PAYMENT AND COLLECTION OF CHARGES

(a) The County will make every effort to pay vouchers within thirty (30) days after

(1) proper delivery of merchandise

(2) receipt of a properly executed voucher submitted to the Comptroller by the receiving agencies; vouchers forms shall be obtained from such agencies.

(b) In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part.

(c) All charges against a Vendor shall be deducted from current obligations that are due him or shall become due him. In the event that there are no current obligations, the Vendor shall pay to the County the amount of any such charges.

(d) The County will also allow itself of cash discounts for payment within prescribed times whenever possible.

CONTRACTS INVOLVING INSTALLATION

1. Contractors shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.

2. Installation shall also include the furnishings of any logging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into the building and removal of hand-hs, if any.

3. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

4. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen are responsible.

VEHICLES

5. Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.

6. The Manufacturer's Standard Warranty shall cover all equipment delivered.

7. Vehicles shall be completely serviced including cleaning (outside and inside) prior to delivery.

8. Award will not be made to any dealer who cannot provide warranty repairs and services within the County of Suffolk. Vendors not having a place of business in the County of Suffolk shall provide in writing the name and location of the agency within the County of Suffolk where such services will be performed.

9. No name other than the Manufacturer's shall appear on the Vehicle.

10. Any deviations from these Specifications will be considered cause for disqualification unless fully explained in the bid. Acceptance of such deviations shall be within the discretion of the Chief Purchasing Agent.

11. Bids will be considered only from Automobile Manufacturers or their Authorized Dealers.

**PURCHASING
COUNTY OF SUFFOLK, N.Y.
REQUEST FOR BID
CONTINUATION SHEET**

REQ. # (S) LPW10/23469R

REBID

COM. CODE	ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	NET TOTAL
				D11, D12, D16, D17, E18 -20		
				<p>ALL WORK PERFORMED UNDER THIS CONTRACT MUST BE COMPENSATED IN COMPLIANCE WITH NYS PREVAILING WAGE RATES AS DEFINED UNDER SECTION 220 OF THE NYS LABOR LAW. A SCHEDULE OF THE CURRENT PREVAILING WAGE RATES IS ATTACHED.</p> <p>AS NYS PREVAILING WAGES APPLY TO THIS CONTRACT, ONLY LIVING WAGE FORM LW38 SECTIONS I, II, III AND IV MUST BE FILLED OUT AND SUBMITTED WITH YOUR BID. NO OTHER LIVING WAGE DOCUMENTS ARE REQUIRED.</p> <p>AS PER PPC #2010900246</p>		
			NOTE:	VENDOR MUST PAY THEIR SECURITY GUARDS WHO WORK UNDER THIS CONTRACT THE NYS PREVAILING WAGE RATE OF \$ 15.71 PER HOUR.		

SECURITY GUARD SERVICES FOR VARIOUS HEALTH SERVICES DEPARTMENT LOCATIONS

THE DIVISION OF PATIENT CARE IS REQUESTING A CONTRACT TO BE USED AT VARIOUS HEALTH CENTERS THROUGHOUT SUFFOLK COUNTY. WE ARE LOOKING TO UTILIZE TWO SEPARATE SERVICES.

ONE, FOR A GUARD TO PATROL, ON FOOT, THE HEALTH CENTER (HC) HE/SHE IS ASSIGNED TO (INCLUDING BOTH INSIDE THE BUILDING, AS WELL AS PATROLLING OUTSIDE OF THE HEALTH CENTER, INCLUDING THE GROUNDS AND PARKING LOT).

SECOND, WE ARE REQUESTING THE USE OF A GUARD IN AN AUTOMOBILE, TO PATROL MAINLY THE PARKING LOT, IN ALL SEASONS, AND ALL TYPES OF WEATHER.

BOTH TYPES OF GUARDS WOULD BE REQUIRED APPROXIMATELY 8-9 HOURS A DAY, WHILE THE HEALTH CENTER IS OPEN FOR BUSINESS.

NOTE * ½ HOUR UNPAID MEAL BREAK FOR A 7.5 HOUR DAY TO EQUAL 8 HOURS.

THE REQUIREMENTS WE ARE REQUESTING FOR EACH:

1) "WALKING GUARD" \$ _____ PER HOUR/PER GUARD

(SEE PREVAILING WAGE RATE SCHEDULE ATTACHED)

- TO PATROL INSIDE OF HEALTH CENTER BUILDING AS WELL AS OUTSIDE THE HEALTH CENTER
- **NOT** ARMED
- UNIFORMED
- BE ABLE TO COMMUNICATE WITH STAFF INSIDE BUILDING WHILE OUTDOORS, OR IF HE/SHE IS IN ANOTHER PART OF THE BUILDING; ALSO TO BE ABLE TO CONTACT "911" IN AN EMERGENCY
- PROVIDE CONTINUOUS SERVICE, REGARDLESS IF INDIVIDUAL CALLS IN SICK, OR ON VACATION (i.e. MUST PROVIDE SUBSTITUTE)
- THE DIVISION WISHES TO BE ABLE TO HAVE THE VENDOR REPLACE STAFF WHO "DON'T WORK OUT" (i.e. IF QUALITY OF WORK IS NOT ACCEPTABLE TO THE ADMINISTRATOR OF THE HEALTH CENTER)
- GUARDS SHOULD COORDINATE ALL LUNCH AND OTHER BREAKS WITH THEIR HC ADMINISTRATOR
- AS PER THE FOLLOWING GENERAL SPECIFICATIONS

2) GUARD IN AUTOMOBILE \$ _____ PER HOUR/PER GUARD

(SEE PREVAILING WAGE RATE SCHEDULE ATTACHED)

- ALL QUALITIES LISTED ABOVE SHOULD ALSO BE FOR THIS TYPE AS WELL
- A GUARD WOULD BE STATIONED PRIMARILY IN THE PARKING LOT, INSIDE OF A VEHICLE AND PATROL THE PARKING LOT AND SURROUNDING GROUNDS
- THE AUTOMOBILE SHOULD BE "MARKED" (i.e. HAVE "SECURITY" ON THE SIDE, AND/OR LIGHTS ON ROOF, ETC.)
- AS PER THE FOLLOWING GENERAL SPECIFICATIONS

SECURITY GUARD SERVICES FOR
VARIOUS HEALTH SERVICES DEPARTMENT LOCATIONS

SPECIFICATIONS

A. Fee for services on an hourly basis, to be inclusive of the following specifications:

\$ _____ **PER HOUR/PER GUARD***

NOTE: RATE MUST AT LEAST MEET N.Y.S. PREVAILING
WAGE SCHEDULE (SEE PAGE 12 OF SCHEDULE ATTACHED)

- i. All State licensing and screening requirements stated in Section 2 to the Technical Specifications of this bid.
- ii. All standard and ancillary equipment stated in Section 6 to the Technical Specifications of this bid.
- iii. All medical and testing documentation stated in Section 8 to the Technical Specifications of this bid.

LOCATION:

*JOHN J. FOLEY SKILLED NURSING FACILITY
14 GLOVER DRIVE, YAPHANK, NY 11980

* SECURITY COVERAGE WILL BEGIN WITH THE JOHN J. FOLEY SKILLED NURSING FACILITY AND OTHER SITES WILL BE ADDED AT THE SOLE DISCRETION OF THE DEPARTMENT.

Technical Services

The Suffolk County Department of Health Services (Department) is in need of a qualified Contractor to provide security services. The Department requires the Contractor to provide security services at the sites and hours indicated in Exhibits A through B. In addition to providing security services in accordance with the sites, days, and times indicated in Exhibits A and B, the Contractor is required to meet the following specifications.

1. Number of Security Guards

A. The Department requires the Contractor to provide a minimum of four security guards for the John J. Foley Skilled Nursing Facility (JJFSNF) and may require up to thirty-two security guards in total. Initial coverage begins with the JJFSNF and additional coverage may be required for countywide facilities listed in Exhibit A, if the Department elects to use the Contractor for the other facilities.

- i. If it is determined by the Department that coverage in all of the facilities listed in Exhibit A is needed, the Contractor will be required to supply thirty-two security guards to provide sufficient coverage. On the other hand, if it is determined by the Department that security coverage is not needed at any particular facility listed in Exhibit A, the Contractor is required to amend the number of security guards at the discretion of the Department.

- ii. If it is determined by the Department that thirty-two security guards is not sufficient coverage for the sites listed in Exhibit A or additional sites are added in the future, the Contractor is required to supply additional security guards at the request of the Department.
- iii. In the event of unexpected absences, personal leave, vacation leave, and illness the Contractor is required to provide replacement coverage. Replacement coverage for the aforementioned reasons is required for all the sites, days, and times listed in Exhibit A through B that it is determined by the Department to need coverage.
 - a. In the event of unexpected absences the employees are required to notify the Contractor and the Contractor must provide immediate replacement coverage.
 - b. In the event that employees are unable to notify the Contractor of unexpected absences, the Contractor is required to leave an emergency number where the designated Department Security Supervisor (s) or the appropriate facility staff member can call for immediate replacement coverage.

2. Licensing /Screening/ Requirements

- A. All potential Contractors should refer to Article 7A of the General Business Law [89-f (6)], outlined below, for the legal definitions describing the functions of a security guard.
 - i. As a security guard, employed in New York State individuals perform one or more of the following functions for the:
 - a. Protection of individuals and/or property from harm, theft, or other unlawful activity;

- b. Deterrence, observation, detection, and/or reporting of incidents in order to prevent any unlawful or unauthorized activity including but not limited to unlawful or unauthorized intrusion or entry, larceny, vandalism, abuse, arson, or trespass on property;
 - c. Street patrol service;
 - d. Response to but not installation of service of a security alarm system installed and/or used to prevent or detect unauthorized intrusion, robbery, burglary, theft, pilferage and other losses and/or to maintain security of protected premises.
- B. The Contractor is required to meet the following screening procedures established by the Department for all security guards working at Department designated sites.
 - i. Every security guard provided by the Contractor is required to go through a screening process with the designated Department Security Supervisor(s). Separate facilities utilizing security services may have their own facility manager, responsible for coordinating security services, under the direction of the Department Security Supervisor (s). At the time of each individual screening, a copy of all the aforementioned licensing requirements must have been provided to the designated Department Security Supervisor(s).
 - ii. At any time, if a security guard is found not to exhibit performance duties in unison with the place of their assignment, the designated Department Security Supervisor(s) can request a transfer or termination of assignment. If so requested, the Contractor is required to adhere to the request and supply the necessary additional security guard/s as a replacement within the next business day and at no additional cost to the Department.

Contractor must be a licensed security agency with the NYS Dept. at time of bid, and must remain so throughout the entire contract.

Copy of license will be requested upon award of contract.

C. In addition to the performance of their duties, the Contractor is responsible for providing and ensuring that the following training requirements have been met for all security guards working at Department sites in accordance to the guidelines established by the New York State Department of State.

- i. The Contractor must provide a copy of the original certificate, certifying that each employee working as a security guard for the Department has successfully completed an eight-hour pre-assignment course.
- ii. The Contractor must provide a copy of the original certificate, certifying that each employee working as a security guard for the Department has successfully completed a sixteen-hour on the job training (OJT) course.
- iii. The Contractor must provide a copy of the original certificate, certifying that each employee working as a security guard for the Department has successfully completed an eight-hour annual in-service training course. It is the Contractor's responsibility to ensure that this particular type of training is completed within one calendar year of completing the sixteen-hour OJT course, and which will be provided yearly to the designated Department Security Supervisor(s) every year thereafter throughout the term of the agreement.
- iv. It is the responsibility of the Contractor to arrange with the designated Department Security Supervisor(s) an orientation for those security guards

working at any facility listed in Exhibit A one week before they begin working at those facilities.

- v. It is the responsibility of the Contractor to provide copies of the requested documentation to the designated Department Security Supervisor(s).

3. Patrol Services

A. The Contractor is required to conform to the following non-gun carrying patrol specifications for all covered facilities listed in Exhibit A.

- i. All security guard patrol functions must be performed on a roaming basis, between inside and outside posts of any of the covered facilities listed in Exhibit A. Rotation between posts must be done at specified times, at the direction of the designated Department Security Supervisor(s) and/or designated staff member/s at the facility.
- ii. The basic job duties of all security guards include coordinating with the on-site facility designated staff member access to all locked areas (entries, exits, etc.), checking to ensure all locks are secure at the designated times required by each facility, and basic direction giving. In order to perform these basic requirements, it is a necessity that every security guard supplied by the Contractor to the Department have an understanding and be able to speak the English language clearly.
- iii. For facilities containing alarm systems, security guards stationed at these facilities are responsible for making sure that they are activated/deactivated at

the proper times, as designated by the appropriate staff member/s at these facilities.

- iv. If the Contractor's security guards are found carrying guns or any other types of weapons (e.g., batons, mace, pepper spray, stun guns, knives, etc.), the Department will require them to be replaced by the Contractor, at no additional charge to the Department.

4. Emergency Situations

A. The Contractor is required to adhere to the following protocol for major and minor emergencies at all facilities designated in Exhibit A.

- i. For major emergencies (e.g., fire, theft, vandalism, medical, etc.), security guards are required to call 911 from the site. An immediate follow-up call is to be made to the Department Security Supervisor(s) designated number. The Department Security Supervisor(s) will then coordinate notifying other appropriate Department staff.
- ii. For minor emergencies (e.g., power, plumbing, and severe maintenance, etc.), security guards are required to notify the appropriate on-site personnel at their designated work station or phone number or appropriate facility manager.
- iii. All security guards must complete an incident report for the aforementioned emergencies as required by the appropriate staff where the emergency occurred. A copy of the incident report must be given to the appropriate staff member to be kept on file at the facility and a copy must be forwarded to the designated Department Security Supervisor(s) for Department records.

5. Supervisor Coordination

- A. The designated Department Security Supervisor(s), in accordance with the following specifications, will perform all supervision of security guards.
- i. The Department Security Supervisor(s) will perform all work assignments and schedules. Work assignments are inclusive of facility assignments and required performance duties at these designated sites. If additional security duties are required at various facilities the appropriate staff at the facility will notify the designated Department Security Supervisor(s), who in turn will coordinate the new responsibilities with the security guards assigned to that site. Work schedules are inclusive of coordinating replacement coverage around holiday, vacation, sick, and personal leave requests.
 - ii. All requests for holiday, vacation, and personal leave are required to be submitted simultaneously to the Contractor and the designated Department Security Supervisor(s), a minimum of five (5) business days before such a request is granted.
 - iii. When the Contractor receives such a request, it is their responsibility to provide replacement coverage and to immediately notify the designated Department Security Supervisor(s) when they receive such a request.
 - iv. All supervisory coordination of State licensing requirements, work schedules requests for leave, and radio communication will be done at the security headquarters at a designated location to be provided by the Department.

6. Equipment Responsibilities

A. The Contractor is required to supply the following equipment to the Department at no additional cost.

- i. A dispatch radio network to be placed at the Department's security headquarters at a designated location(s) to be determined by the Department. The purpose of the dispatch radio is to provide a network of communication between the designated Department Security Supervisor(s) and the security guards stationed at the covered facilities listed in Exhibit A, that the Department decides to utilize the Contractor's services for.
- ii. A supply of portable radios with a rechargeable station base located at the inside posts of any covered facility listed in Exhibit A is required of the Contractor. One portable radio is to be carried by the security guard/s when roaming and one is to be left inside the station base for other personnel to notify security of an emergency in progress.
- iii. The Contractor must supply all ancillary equipment (e.g., flashlights, key chains, uniforms, etc.) at no additional cost to the Department.
- iv. At no time are security guards permitted to carry any sort of equipment that can be used as a weapon (e.g., batons, mace, pepper spray, stun guns, knives, etc.). If they are caught doing so, it is immediate grounds for dismissal from the Department Security force and the Contractor is responsible for providing replacement, at no additional cost to the Department.

- v. The Department is not responsible for any damage done to the Contractor's equipment by their staff during the course of job duties being performed for the Department.
- vi. The Contractor is responsible for all repairs and other maintenance of equipment stated above in 6. A. i., ii., and iii. In addition, the Contractor is required to supply all the necessary temporary equipment, until such time that the permanent equipment has been repaired.

7. Uniform Requirements

A. The Contractor is required to supply uniforms for their security guards at no charge to the Department. The uniforms must meet the following specifications:

- i. All uniforms must adhere to the Department's approach to civilian courtesy. Uniforms will consist of a standard color for blazers, slacks, and ties. In addition, a photo identification badge must be worn at all times on duty. Uniforms are subject to the approval of the designated Department Security Supervisor(s). If the Department determines that the uniform provided by the Contractor to their employees is not sufficient to identifying a presence of security, the Contractor must provide a new uniform to their employees, consisting of additional identifying factor (i.e., badge and patch).

8. Medical Requirements

A. The Contractor is required to provide and follow at no additional cost to the Department the following medical specifications.

- i. The Contractor is required to provide written documentation that every security guard working on Department premises is free from physical limitations. Being free from physical limitations shall include no major cardiovascular problems, pulmonary problems that will restrict basic activity (e.g. gross obesity, uncontrolled asthma, brittle diabetes, uncontrolled hypertension/heart disease, etc.).
- ii. The Contractor is responsible for providing written documentation on all employees working at Department premises of vaccinations against measles, mumps, rubella, Hepatitis B, chicken pox, and Varicella.
- iii. The Contractor is responsible for providing written documentation on the results of a PPD test, for all employees working at Department premises. If there is positive confirmation of tuberculosis then the Contractor is responsible for providing copies of a chest x-ray and physician documentation stating that the employee/s are on medication to prevent the spread of the disease to the County.
- iv. The Contractor is responsible for providing written documentation that all employees working at Department premises are free from illicit drugs. The standard chain of custody for the illicit drug urine testing method must be followed when conducting testing and noted on the documentation submitted. If it is suspected that any security staff supplied by the Contractor is using illicit drugs by the appropriate staff at the designated facilities or by the designated Department Security Supervisor(s), the Contractor must supply an additional illicit drug urine test at no additional charge to the Department.

- v. The Contractor is responsible for providing written documentation that all employees working at Department premises have passed a standard psychological evaluation for a non-gun carrying position. Any APA (American Psychiatric Association) method of objective testing followed by and interview from the psychologist summarizing the assessment must be noted on the documentation submitted.
- vi. All above information must be provided and will be kept confidential and will not be released. Once the appropriate documentation has been received and reviewed by the Department, covered Department facilities will receive a basic notification that the Contractor's employees are clear from illness and other restrictions that would conflict with the performance of their daily job duties.
- vii. As mentioned above in number 8. A. i., ii., iii., iv., v., and vi. it is the sole responsibility of the Contractor to ensure compliance with the Department medical standards. The Contractor is responsible for sending copies of such documents to:

CORAM HEALTH CENTER
82 Middle Country Road
Coram, NY 11727.
- viii. If Suffolk County Employee Medical Services does not receive copies of the aforementioned documents on all of the Contractor's security staff working at Department facilities, such staff will not be permitted to work until the required documentation is supplied to the Department.

B. The Consultant is required to provide the following additional medical tests required at these specific sites:

- i. All of the Contractors employees working at the John J. Foley Skilled Nursing Facility are required to have a second PPD test performed if the first one is negative. The second one is to be given within 1-3 weeks of negative confirmation of the first. This is done at the Contractor's expense with documentation to be provided to the County, as stated in 8. A. vii.
 - a. If the second PPD test has positive confirmation, the Contractor must provide a copy of the results of a chest x-ray to the County, as stated in 8. A. iii. In addition, a physician statement must be supplied to the County indicating that the Contractor's employee/s are receiving medication to prevent the spread of tuberculosis, as stated in 8. A. iii.

9. Coordination

A. The Contractor is expected to provide additional coordination, at the request of the Department, to assist in the following categories related to the providing of security services.

- i. The Contractor must be available twenty-four hours per day, seven days per week to resolve any problems between the Department and the Contractor's employees. Specifically, the Contractor is expected to have field supervisors who can, upon notification from the Department, make site visits to resolve any problems that are outside the scope of normal responsibility for security guards.

- ii. The Contractor is expected to provide one field supervisor to help facilitate the training of security guards during the first week of service at the John J. Foley Skilled Nursing Facility and any other facility that the Department decides to utilize the Contractor for security services. This training must be site-specific, focusing on each facility's standard operational procedures and emergency response procedures.

10. Special Considerations - JJFSNF

A. Special attention must be given to the John J. Foley Skilled Nursing Facility's role for security guards. Monitoring the front entrance and reception desk shall constitute ninety-percent of security guard duties. This includes, complete responsibility for the front entrance and reception area. Specific responsibilities are making sure visitors sign in the visitor registration book before proceeding to enter the facility and issuing visitor passes and collecting them before such individuals leave the premises. Furthermore, security guards must answer phones and transfer calls to specific individuals; take messages, and answer the public's questions.

B. Due to on-going performance related problems at the John J. Foley Skilled Nursing Facility, the Contractor is responsible for explaining and ensuring that their employees understand the Department's policy of punching a time clock. In addition, the Contractor will explain the Department's strict policy of double docking security guards when they are late (e.g., late fifteen minutes, docked a half-hour) of pay. Furthermore, if a specific security guard is late ten times, the

Contractor is responsible for removing that individual from the pool of security guards, and replacing them with another.

C. The Contractor is responsible for replacement of security guards when calls for emergency or sickness is made. The Contractor must have a replacement security guard at the specific facility within one-hour from the time they receive the call from their employee. Failure to do so will result in the Department utilizing the option of double docking the Contractor.

11. Contractual Consideration

A. If the Contractor fails to provide security guard coverage for an entire shift ten times or more at a covered facility, during the term of this agreement, the Contractor, at the discretion of the Department, may be subject to termination of the agreement.

Exhibits

A. All potential Contractors should refer to the following Exhibits for a breakdown of facilities, their location, and hours of coverage needed.

- i. Refer to Exhibit A for a Department breakdown of potential facilities.*
- ii. Refer to Exhibit B for the location and hours of security coverage for each potential facility.*

John J. Foley Skilled Nursing Facility
14 Glover Dr.
Yaphank, NY 11980

*Security Coverage will begin with the John J. Foley Skilled Nursing Facility and other sites will be added at the sole discretion of the Department.

EXHIBIT A

Sites for Potential Security Coverage

Health Centers

Brentwood Health Center
1869 Brentwood Road
Brentwood, NY 11717
631-853-3400

Maxine S. Postal Tri Community HC
1080 Sunrise Highway
Amityville, NY 11701
631-854-1000

Elsie Owens N. Brookhaven Health Center
82 Middle Country Road
Coram, NY 11727
631-854-2301

Kraus Health Ctr. At Southampton
Schenck Building (Riverhead Satellite)
240 Meeting House Lane
Southampton, NY 11968
631-852-8852

Dolan Family Health Center
284 Pulaski Road
Greenlawn, NY 11740
631-425-5250

SC Health Center at East Hampton (Satellite)
The Morton Fishelson Memorial Bldg.
316 Accabonac Road
East Hampton, NY 11937

Martin Luther King, Jr. Health Center
1556 Straight Path
Wyandanch, NY 11798
631-854-1700

S. Brookhaven Health Center West
365 East Main Street
Patchogue, NY 11772
631-854-1300

Shirley Health Center
500 Montauk Highway
Shirley, NY 11967
631-852-1000

Riverhead Health Center
300 Center Drive
Riverhead, NY 11901
631-852-1800

CLINICS

HAUPPAUGE MMTP
200 WIRELESS BLVD
HAUPPAUGE, NY 11788
MONDAY THROUGH FRIDAY 6 AM TO 2 PM
SATURDAY & SUNDAY 7 AM TO 3 PM

HUNTINGTON MMTP
669 EAST JERICH TURNPIKE
HUNTINGTON STATION, NY 11746
MODAY-FRIDAY 6 AM TO 2 PM
SATURDAY & SUNDAY 7 AM TO 3 PM

NORTH COUNTY CLINIC
BUILDING 151 NORTH COUNTY COMPLEX
725 VETERANS HIGHWAY
HAUPPAUGE, NY 11788
MONDAY-FRIDAY 6 AM TO 2 PM

YOUNG ADULT PROGRAM
BUILDING 151 NORTH COUNTY COMPLEX
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NY 11788
MONDAY-FRIDAY 1 PM TO 9 PM

EAST END MMTP
COUNTY CENTER
300 CENTER DRIVE SECOND FLOOR
RIVERHEAD, NY 11901
MONDAY-FRIDAY 6 AM TO 2 PM
SATURDAY & SUNDAY 7 AM TO 3 PM

JOHN J FOLEY SKILLED NURSING FACILITY
14 GLOVER DR
YAPHANK, NY 11980

EXHIBIT B**Current Days/Hours of Operation****Brentwood Health Center**

Mon, Tues, Wed & Fri 8:00 a.m. – 5:00 p.m.
 Thursday 10:00 a.m. – 5:00 p.m.
 3rd Thurs of Month 12:30 p.m. – 5:00 p.m.
 Saturday 8:00 a.m. – 12:00 noon

Elsie Owens N. Brookhaven Health Center

Mon, Wed & Fri 8:00 a.m. – 5:00 p.m.
 Tues & Thursday 8:00 a.m. – 8:30 p.m.

Dolan Family Health Center

Mon, Tues & Wed 8:00 a.m. – 5:00 p.m.
 Tuesday 11:30 a.m. – 8:00 p.m.
 Friday 11:30 a.m. – 4:00 p.m.

Martin Luther King, Jr. Health Center

Mon, Tues, Thurs & Fri 8:30 a.m. – 5:30 p.m.
 Wednesday 8:30 a.m. – 8:00 p.m.

S. Brookhaven Health Center West

Mon, Wed & Fri 9:00 a.m. – 5:00 p.m.
 Tuesday 9:00 a.m. – 8:00 p.m.
 Thursday 12 noon – 8:00 p.m.
 Saturday 8:00 a.m. – 4:00 p.m.

Shirley Health Center

Monday 9:00 a.m. – 8:00 p.m.
 Tues, Thurs, Fri 9:00 a.m. – 5:00 p.m.
 Wednesday 12 noon – 8:00 p.m.
 Sunday 8:00 a.m. – 4:00 p.m.

Riverhead Health Center

Mon 8:00 a.m. – 4:00 p.m.
 Monday (Migrant Clinic) 4:30 p.m. – 8:00 p.m.
 Tues, Wed, Thurs, Fri. 8:00 a.m. – 4:00 p.m.

Maxine S. Postal Tri-Community HC

Mon, Tues, Wed & Fri 8:00 a.m. – 4:30 p.m.
 Thursday 8:00 a.m. – 9:00 p.m.

Kraus Health Ctr. At Southampton

Mon, Tues, Thurs & Fri 8:00 a.m. – 4:00 p.m.
 Wednesday 11:30 a.m. – 7:30 p.m.

SC Health Center at East Hampton (Riverhead HC Satellite)

Monday 11:30 a.m. – 7:30 p.m.
 Tues to Fri 8:00 a.m. – 4:00 p.m.

Insurance

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:
- i. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. Automobile Liability insurance (if any vehicles are used by the Contractor in Performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence.
 - iii. Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108m this agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.
 - iv. Professional Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A_ or better.

- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have the Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance by insurance companies.

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
PURCHASING OFFICESPECIAL INSTRUCTIONS TO BIDDERS - APPLY ONLY AS INDICATED
BY CHECKMARK

All quotations are subject to the following Special Instructions to Bidders, if referenced in the bid specifications. Upon acceptance of this bid by the County, those Special Instructions which are referenced in the bid shall apply to all orders issued as a result of such acceptance.

A. BIDS

- ☒ 1. Terms of this bid are to remain in effect for 90 days after date of bid opening unless specifically changed to another term by the Bidder under Item 3 on Page 1.
- ☐ 2. Successful Bidder will be required to supply one (1) parts book, one (1) service and repair manual, and one (1) operator's manual with each unit, where applicable.

B. SPECIFICATIONS

- ☐ 3. Appropriate manufacturer's and distributor's certificates must be completed and submitted with the bid. Failure to do so may render the bid informal.
- ☐ 4. Wherever specifications are referenced or supplied, it is intended that they be the latest revision in effect at the time of the bid.
- ☐ 5. The Vendor guarantees that all articles of equipment including all parts thereof are new and of first quality throughout and comply in all respects with or are fully equal to the standards called for in the bid. The vendor further guarantees all equipment, and all parts thereof against all or any defects of workmanship, construction, and materials, and guarantees to repair or replace without cost to the County any article that has become defective and not proven to have been caused by negligence on the part of the user, within one (1) year from the date of acceptance. Should this clause become operative and the vendor be required to repair or replace any equipment or any part so guaranteed, a new guarantee period of one (1) year shall become effective for those items so repaired or replaced dating from the time of their acceptance.

In the event of failure on the part of the vendor to replace or put in first class condition any such articles within 30 days from date of notice, the County may have the work done by others and charge the cost to money due, or that may become due to the vendor. If there is no money due to the vendor, the vendor agrees to pay the County such costs.

- ☐ 6. Quarterly sales reports on annual supplies contracts are to be submitted by the successful bidder no later than the 15th of the month following each quarter. Political subdivisions are to be listed separately from County Agencies. Each report shall indicate name and address of vendor, contract number, period covered by report, total dollar volume of period, and year to date dollars. Failure to submit quarterly reports may result in disqualification of vendor for future contracts.

C. PRICING

- ☐ 7. Each bidder shall submit with his bid one copy of the manufacturer's latest trade catalog and price list showing all items of the general nature and manufacture as indicated in his bid for each class. The Chief Purchasing Agent reserves the right to purchase any item listed therein and the discount quoted in the bid shall apply to the list price of any of such items which may be purchased during the period of this contract. Bidder is to cross out any printed matter and/or prices which do not apply on this contract. Any references to "Prices subject to change without notice" will have no value on this contract.

All deletions in the price list must be initialed by the person submitting the bid. The successful bidder is to furnish on request three (3) additional copies of the catalog and price list. Failure to submit a catalog and price list with bid may result in rejection of bid.

- ☐ 8. A request to substitute a new price during the period of the contract will be considered only if submitted to the Chief Purchasing Agent in writing. The Chief Purchasing Agent may, after consideration, accept the new price as a basis for modification of the contract. However, if the Chief Purchasing Agent does not consider the new price fair, reasonable, and in the County's interest, the contract may be cancelled after 30 days written notice during which time the contractor agrees to fill all outstanding orders placed prior to cancellation.

- ☐ 9. When a discount is requested for items other than specified, such discount must be compatible with all other items in the same class.

- ☒ 10. Prices are to remain firm fixed for each one (1) year period of the contract.

D. CONTRACTS UNLESS OTHERWISE SPECIFICALLY STATED

- ☒ 11. The period of this contract is for one year from date of award and may be extended for 4 additional one (1) year periods at the option of the County.

- ☒ 12. If any quantities are indicated, they are merely estimates based on experience. The County will neither be compelled to order any quantities of any item NOR will be limited by the quantity indicated for any item, but the quantity to be ordered will be such as may actually be required.

- ☐ 13. The County reserves the right to purchase from other sources any style, type, or size of article or equipment covered by this contract, or that will best meet the needs of the requisitioning agency; also, items required to match and intermember with an existing installation. The decision of the Chief Purchasing Agent to purchase such items from other sources shall be final.

- ☐ 14. The bidder agrees that by submitting a successful bid, any political subdivision of New York State will be permitted to participate in the awarded contract per the same terms and conditions set forth in the contract; provided, however, that any political subdivision choosing to utilize the contract will be wholly responsible for any debts incurred by them as a participant of the contract.

- ☐ 15. The bidder agrees in submitting a bid that qualified not-for-profit contract agencies of Suffolk County can participate in this contract, at the contractor's option, per terms and conditions listed. These contract agencies will be wholly responsible for any debts incurred by them as participants in this contract.

- ☒ 16. The County expressly reserves the right to terminate any resulting contract at any time for cause and in the Chief Purchasing Agent's sole discretion on thirty (30) days written notice to the contractor.

- ☒ 17. No alteration or variation of the terms of the contract shall be valid or binding upon the County unless requested in writing and formally approved by the Chief Purchasing Agent.

E. DELIVERY

- ☒ 18. All deliveries shall be made to a point or points as may be designated on specific orders.

- ☒ 19. Delivery must be made as ordered and in accordance with the terms of the contract.

- ☒ 20. The Chief Purchasing Agent reserves the right to disqualify any bidder, if in his sole judgment such bidder does not have the capacity for or facilities to assure such prompt delivery as specified and as is required in the best interest of the County.

REQ. # LPW10/23469R REBIDB.O.D. 6/24/10

REFERENCES

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

FAX NUMBER:

EMAIL:

DATE(s) OF JOB(s) PERFORMED:

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

FAX NUMBER:

EMAIL:

DATE(s) OF JOB(s) PERFORMED:

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

FAX NUMBER:

EMAIL:

DATE(s) OF JOB(s) PERFORMED:

General Provisions of Laws Covering Workers on Article 9 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade or occupation of the service employee. Such a public work contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Public Agency) means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Department of Jurisdiction (Public Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work contract. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

The Prevailing Rate Schedule provided with the public work contract is applicable for the duration of the contract for which it was requested.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Public Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Public Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage, or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Public Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Public Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements

paid or provide; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Public Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Public Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYS Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 and Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg., H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

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Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

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PRC Number 2010900246 Suffolk County

Suffolk County Article 9**Guards, Watchmen****11/19/2009****JOB DESCRIPTION** Guards, Watchmen**DISTRICT 1****ENTIRE COUNTIES**

Nassau, Suffolk

WAGES

Per hour: \$ 15.71

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

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- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day

Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporation; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

1. Contractor's/Vendor's Name _____
Address _____
City and State _____ Zip Code _____
2. Contracting Department's Name _____
Address _____
3. Payee Identification or Social Security No. _____
4. Type of Business ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other _____
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? ☐ Yes ☐ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? ☐ Yes ☐ No.
6. Table of Organization. List names and addresses of all principals; that is all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ☐ Yes ☐ No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____
11. **Remedies:** The failure to file a verified Public Disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. **Verification:** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____

Signed: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT (Within New York State)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF _____)
COUNTY OF _____) ss.:
_____)

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

(Signature and office of individual taking acknowledgement)

SCEX-22 (rev 1/09)

Proposal/Bid Certification

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The prices in this Proposal or Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other contractor or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal or Bid have not been disclosed knowingly by the Contractor, and will not be disclosed knowingly by the Contractor, directly or indirectly, to any other contractor or to any competitor, prior to the opening;

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit a Proposal or Bid for the purpose of restricting competition;

Neither the undersigned nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee or stockholder holding in excess of a five percent (5%) interest therein, is an officer or employee of Suffolk County or is paid with County funds, or is required to disclose an interest pursuant to the Suffolk County Code of Ethics;

Neither the undersigned, nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement;

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that there have been no convictions for the crimes described in Local Law No. 25-1990 of Suffolk County of persons referred to in the Local Law or that the required documentation is annexed hereto.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Local Business Certification Form

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The undersigned, a principal or corporate office of the business listed below, has read and is familiar with the provisions of Local Law No. 5-1993, entitled "Competitive Bids" and Local Law No. 10-1997; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such bidder maintains a principal place of business located within Suffolk County or located with Nassau County or sells the contracted-for supplies, material or equipment manufactured and located within Suffolk County or located within Nassau County; and

The undersigned claims qualification in the event that the Contractor submits a bid not exceeding 10% more than the otherwise lowest responsible bidder.

DATE:

SIGNATURE:

PRINTED NAME OF SIGNOR:

TITLE OF SIGNOR:

NAME OF FIRM:

BID NUMBER:

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES
Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: _____

1) ADDRESS: _____

2) NOT-FOR-PROFIT: YES _____ NO _____ (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)

3) VENDOR #: _____ (If known) 4) **CONTRACT ID: _____ (If known)

5) CONTACT: _____ 6) TELEPHONE #: _____

7) TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): _____

8) AMOUNT OF CONTRACT OR EXTENSION: _____

9) BRIEF DESCRIPTION OF PROJECT OR SERVICE _____

SUBCONTRACTOR: _____

1) ADDRESS: _____

2) VENDOR#: _____ 3) TELEPHONE #: _____

4) CONTACT: _____

5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

EVIDENCE OF COMPLIANCE:

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

**AFFIDAVIT OF COMPLIANCE
WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

State of New York)

County of _____)

ss:

_____, being duly sworn, deposed and says:
(Print Name of Deponent)

1. I am owner/authorized representative of _____
(Circle one) (Name of Corp., Business, Company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 234 (2006).

(Signature of Deponent)

Sworn to before me this _____ day

of _____, 20____

(Notary Public)

LHE-2
(01/07)